

Lauren J. Marcus, N.J. Bar No. 030012009  
Anastasia Stylianou, N.J. Bar No. 198022017  
**LITTLER MENDELSON P.C.**  
One Newark Center, 8th Floor  
Newark, New Jersey 07102  
973.848.4700  
*Attorneys for Defendant*  
*ClearChoice Management Services, LLC*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

ABIGAIL ROTH,

Plaintiff,

vs.

CLEARCHOICE MANAGEMENT  
SERVICES, LLC,

Defendant.

Civil Action No. 1:21-cv-20440

**DEFENDANT'S NOTICE OF REMOVAL**

*Electronically Filed*

**TO: THE CLERK AND THE HONORABLE JUDGES  
OF THE UNITED STATES DISTRICT COURT**

Defendant ClearChoice Management Services, LLC. ("Defendant") by and through its undersigned counsel of record, hereby file this Notice of Removal of the above-captioned action to the United States District Court for the District of New Jersey from the New Jersey Superior Court, Law Division, Burlington County, where the action is now pending, as provided by Title 28, United States Code, Chapter 89 and states:

**STATE COURT ACTION**

1. Plaintiff Abigail Roth commenced this action in the Superior Court of New Jersey, Law Division, Burlington County, by the filing of a Complaint on October 7, 2021, entitled *Abigail Roth v. ClearChoice Management Services, LLC*, bearing Docket No. BUR-L-2158-21 ("the State

Court Action”). The State Court Action is now pending in that court. Attached as **Exhibit A** is a copy of the Summons and Complaint.

2. Defendant was served with the Summons and Complaint on November 9, 2021. *See* Declaration of Jason Langley (“Langley Decl.”), ¶ 2, attached as **Exhibit B**.

3. The aforementioned documents constitute all “process, pleadings and orders” served upon Defendants in the State Court Action, pursuant to 28 U.S.C. § 1446(a).

### **TIMELINESS OF REMOVAL**

4. This Notice of Removal is timely filed within 30 days of November 9, 2021, as required by 28 U.S.C. § 1446(b)(3) (“notice of removal may be filed within thirty days after receipt by the defendant, through service or otherwise, of . . . other paper from which it may first be ascertained that the case is one which is or has become removable”) and 28 U.S.C. § 1446(c)(3)(A) (responses to discovery shall be treated as an “other paper” under 28 U.S.C. § 1446(b)(3)).

5. This notice of removal is also filed within one year of the commencement of the State Court Action and therefore is timely under 28 U.S.C. § 1446(c)(1).

### **DIVERSITY JURISDICTION**

6. The United States District Court for the District of New Jersey has diversity jurisdiction in this case based on 28 U.S.C. § 1332. Diversity jurisdiction exists when the amount in controversy exceeds \$75,000, exclusive of interest and costs, and the dispute is between citizens of different states. *Id.* at § 1332 (a)(1). As explained below, both of these requirements have been met.

#### **A. Citizens of Different States**

7. At the time of filing of the Complaint and at the time of removal, Plaintiff purports to be a resident of Pennsylvania. *See* Exhibit A at ¶ 1.

8. As a Limited Liability Company, Defendant is deemed to be a citizen of both the state in which its members reside or are incorporated and the state where its members have its principal place of business. 28 U.S.C. § 1332(c).

9. ClearChoice Management Services, LLC is a Colorado limited liability company wholly owned by ClearChoice Holdings, LLC. ClearChoice Holdings, LLC is a Colorado limited liability company wholly owned by Dental Implant Holdings, LLC. Dental Implant Holdings, LLC is a Delaware limited liability company wholly owned by CC Dental Implants Blocker, LLC. CC Dental Implants Blocker, LLC is a Delaware limited liability company wholly owned by CC Dental Implants Parent, LLC. CC Dental Implants Parent, LLC is a Delaware limited liability company wholly owned by CC Dental Implants Intermediate Holding, LLC. CC Dental Implants Intermediate Holding, LLC is a Delaware limited liability company wholly owned by CC Dental Implants Holding, LLC. CC Dental Implants Holding, LLC is a Delaware limited liability company wholly owned by Colorado Purchaser, Inc. *See* Langley Decl. ¶¶ 3-9.

10. Colorado Purchaser Inc. is a Delaware corporation. It is a holding company without a “headquarters,” but its principal place of business is 281 Sanders Creek Parkway, East Syracuse, NY 13057. *See* Langley Decl., ¶ 10.

11. For purposes of diversity jurisdiction, a corporation is deemed to be a citizen of the state in which it was incorporated and the state where it has its principal place of business. 28 U.S.C. § 1332(c)(1). A corporation’s principal place of business is its “nerve center” – the place “where a corporation’s officers direct, control, and coordinate the corporation’s activities.” *Hertz Corp. v. Friend*, 130 S. Ct. 1181, 1192 (2010).

12. Thus, Defendant is a citizen of Delaware for purposes of 28 U.S.C. § 1332.

13. Complete diversity exists now and at the time the State Court Action was filed because Plaintiff and Defendant are citizens of different states.

**B. Amount in Controversy Met<sup>1</sup>**

14. The matter in controversy in the State Court Action exceeds the sum or value of \$75,000.00. *See* 28 U.S.C. § 1332(a).

15. The Complaint filed by Plaintiff alleges causes of action for sexual harassment and constructive discharge. *See* Exhibit A. Plaintiff did not allege a specific amount of damages in her Complaint. Although Defendant submits that Plaintiff is not entitled to any recovery, Plaintiff states that her claimed damages are “Compensatory damages including back and/or front pay and any other benefits or perquisites or compensation as applicable, reimbursement of all expenses and financial losses Plaintiff incurred as a result of Defendant’s actions and compensation for emotional pain and suffering,” “[r]easonable attorney’s fees (should she hire one) and costs,” “[p]unitive damages,” and “[s]uch other relief as this Court shall deem appropriate.” *Id.* at WHEREFORE clauses.

16. According to a reasonable reading of the Complaint and a preponderance of the evidence, the amount in controversy, exceeds the jurisdictional minimum of \$75,000.00. *See Angus v. Shiley, Inc.*, 989 F.2d 142, 146 (3d Cir. 1993) (where plaintiff does not set a limit for damages, the Court should make a reasonable reading of the value of the claim that plaintiff has asserted and come to an independent valuation of the amount plaintiff has claimed).

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<sup>1</sup> Defendant does not concede that Plaintiff’s allegations are true or that her claims have any merit. Defendant provides the following only to demonstrate that the amount in controversy, based on the demand and relief sought by Plaintiff, taken as a whole far exceeds the \$75,000 jurisdictional requirement. Thus, this Court has original jurisdiction over the claims asserted by Plaintiffs in this action based on diversity of citizenship jurisdiction under 28 U.S.C. §§ 1332(a) and 1441(a).

17. Plaintiff's position with Defendant ended on October 7, 2019. *See* Exhibit A, Compl. ¶ 20. At the time of the termination of her employment, Plaintiff was employed full-time and earned approximately \$65,000 per year. Assuming Plaintiff seeks back pay through a trial date that is likely to be set for a date 18 months from the filing of her Complaint (i.e., April 2023), a reasonable estimate of Plaintiff's alleged economic losses (i.e., back pay, front pay, loss of benefits), should she prevail, exceed the sum or value \$75,000.00. *See Angus*, 989 F.2d at 146.

18. Plaintiff also seeks compensatory and punitive damages. "The Court must consider the plaintiffs' demand for punitive damages when calculating the amount in controversy, and can aggregate these damages with the requested compensatory damages." *See Goralski v. Shared Techs., Inc.*, 2009 U.S. Dist. LEXIS 69042, \*15-16 (D.N.J. Aug. 7, 2009); *see also Golden v. Golden*, 382 F.3d 348, 355 (3d. Cir. 2004) (noting that jurisdictional amount in controversy may be satisfied on the basis that the complaint seeks punitive damages and such claims are not patently frivolous and without foundation).

19. Aggregating these amounts, as is appropriate for evaluating removal based on diversity jurisdiction, the amount in controversy exceeds the jurisdictional minimum of \$75,000.00. *See Frederico v. Home Depot*, 507 F.3d 188, 197 (3d Cir. 2007) (aggregating punitive damages and attorney's fees when calculating amount in controversy); *see also Raspa v. Home Depot*, 533 F.Supp.2d 514, 522 (D.N.J. 2007) (noting that even on its own, "a request for punitive damages will generally satisfy the amount in controversy requirement[.]").

20. Accordingly, this Court possesses original jurisdiction over this action under 28 U.S.C. § 1331 (a), which provides for original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

**VENUE**

21. The United States District Court for the District of New Jersey is the District Court of the United States within which Plaintiffs' state court action is currently pending.

22. The Notice of Removal is being filed in the United States District Court for the District of New Jersey within 30 days of the date upon which Defendants were served with the Summons and Complaint, as required by 28 U.S.C. § 1446(b). Attached as **Exhibit C** is a copy of the Notice of Filing of Notice of Removal to the Clerk of the New Jersey Superior Court, the original of which will be filed with the New Jersey Superior Court Clerk, Law Division, Burlington County as required by 28 U.S.C. § 1446(d).

**NOTICE TO PLAINTIFFS**

23. Upon filing of the Notice of Removal, Defendant also gave written notice thereof to Plaintiff pursuant to 28 U.S.C. § 1446(a). Attached hereto as **Exhibit D** is a copy of the Notice to Adverse Party of Filing of Notice of Removal, the original of which is being served on Plaintiff.

24. By filing the Notice of Removal, Defendant does not waive any objections they may have as to service, jurisdiction, or venue, or any other defenses available to it at law, in equity or otherwise. Defendant intends no admission of fact or law by this Notice and expressly reserve all defenses and motions.

25. If the Court should be inclined to remand this action, Defendant requests that the Court issue an Order to Show Cause why the case should not be remanded, providing Defendant an opportunity to present briefing and argument prior to any possible review. Because a remand order is not subject to appellate review, such a procedure is appropriate.

26. As required by 28 U.S.C. § 1446(a), this Notice of Removal is signed under Rule 11 of the Federal Rules of Civil Procedure.

**RELIEF REQUESTED**

27. Defendant requests that the United States District Court for the District of New Jersey assume jurisdiction over the above-captioned action and issue such further orders and processes as may be necessary to bring before it all parties necessary for the trial of this action.

**WHEREFORE**, Defendant respectfully requests that the foregoing action be removed from the Superior Court of New Jersey, Law Division, Burlington County, to the United States District Court for the District of New Jersey.

Dated: December 9, 2021

Respectfully submitted,

*/s/ Lauren J. Marcus*

---

Lauren J. Marcus

Anastasia Stylianou

LITTLER MENDELSON P.C.

*Attorneys for Defendant*

*ClearChoice Management Services, LLC*

# EXHIBIT A



BURLINGTON COUNTY  
SUPERIOR COURT  
49 RANOCAS ROAD  
MT HOLLY NJ 08060

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 288-9500  
COURT HOURS 8:30 AM - 4:30 PM

DATE: OCTOBER 13, 2021  
RE: ROTH ABIGAIL VS CLEAR CHOICE MANAGEMENT SERV  
DOCKET: BUR L -002158 21

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS  
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON AIMEE R. BELGARD

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001  
AT: (609) 288-9500.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A  
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.

PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE  
WITH R.4:5A-2.

ATTENTION:

ABIGAIL ROTH  
1733 WALLACE ST  
APARTMENT 1F  
PHILADELPHIA PA 19130

JUCPAC3

( ) Cash ☒ Money Order  
 Fee Paid & Entered

OCT 8 2021

# 32  
 Amount \$ 222.00  
 Batch # 311

FILED WITH COURT  
 10/07/2021  
 BUR-L-2158-21

SUPERIOR CO.  
 COURT FINANCE  
 2021 OCT -7 PM 1:31  
 RECEIVED  
 10-002

- Plaintiff is Abigail Roth, an adult female individual residing at 1733 Wallace St. Apt. 1 Philadelphia, PA 19130.
2. Defendant is ClearChoice Management Services LLC, a limited liability company with a business address at 1120 Route 73, Suite 100 Mount Laurel, NJ 08054.
  3. On February 11, 2019, Defendant hired Plaintiff for a position as a Dental Sales Consultant (also known as a Patient Education Consultant). A true and correct copy of the job description for the Dental Sales consultant role is attached hereto as Exhibit A.
  4. As part of Plaintiff's required job duties, she attended morning staff meetings where employees would gather to review plans.
  5. Very quickly into Plaintiff's tenure, these meetings became quite troubling: a male Prosthodontist, Dr. David Donatelli often physically assaulted Plaintiff in plain sight during the morning meetings in front of all the attendees, rubbing her back and shoulders without consent.
  6. These routine and repeated assaults were witnessed by other meeting attendees including, but not limited to, office manager Jessica Luz, various oral surgeons and other Prosthodontists (including but not limited to Dr. Reena Varghese) and even Defendant's Regional Development Manager: Carey Lasher.
  7. During the assaults, Plaintiff expressed her discomfort physically by twitching and cringing.
  8. These meetings became a source of severe mental anguish and anxiety.
  9. Additionally, as part of my job duties and responsibilities, I was required to meet in person with Dr. Donatelli (and Prosthodontists) alone, in office with the door closed, purportedly - and maybe pretextually - "due to HIPAA compliance issues") to discuss potential treatment plans for a patient. During these meetings alone in his office, Dr. Donatelli routinely stared and gawked at my chest/breasts and seemed to undress me with his eyes. I did not feel safe or comfortable behind closed doors with him but was still required to meet with him alone behind closed doors.
  10. Dr. Donatelli's assaults were widely known among office staff. In fact, before the beginning of May 2019, Ms. Luz pulled Plaintiff aside and asked if Dr. Donatelli's actions were undesired and whether they made Plaintiff uncomfortable. Plaintiff confirmed with Ms. Luz that Dr. Donatelli's actions were not welcome.
  11. After this meeting with Ms. Luz, Ms. Luz told Plaintiff she would address the concern with Dr. Donatelli. The harassment and assaults continued unabated after this meeting.
  12. On May 30, 2019, Plaintiff and several other co-workers including Dr. Donatelli went to the Philadelphia Airport to fly to a home office training in Denver. When the flight was cancelled, Dr. Donatelli offered Plaintiff a ride home. Despite multiple attempts to decline his offer, Dr. Donatelli refused to take "no" for an answer. Plaintiff was terrified during the late night car ride home.
  13. The very next working day, Plaintiff told Ms. Luz that she felt uncomfortable in the car ride - and that she did not have the option to decline the ride.
  14. Still, nothing changed and no action against Dr. Donatelli was ever taken.



15. Plaintiff escalated these issues to the Regional Development Manager, Carey Lasher (who had witnessed many incidents during meetings and otherwise) during a sit-down meeting in late July where Ms. Lasher was specifically told that Plaintiff did not feel comfortable alone with him in his office".
16. Ms. Lasher took no action after this meeting; it was clear that Defendant would take no efforts to remediate the hostile work environment or stop the repeat assaults on Plaintiff.
17. Plaintiff suffered anxiety and mental anguish as a result of the repeated assaults and harassment.
18. Defendant had actual knowledge of pervasive sexual harassment: it did nothing.
19. The sexual harassment and assault at Defendant's workplace occurred because Plaintiff was female and was severe and pervasive enough to make a reasonable individual believe that the conditions of employment had been altered and that the environment was hostile and abusive.
20. Plaintiff's employment with Defendant ended on or about October 7, 2019 because of the foregoing. In light of these facts and circumstances, Plaintiff was constructively discharged from her position.
21. Upon information and belief, Defendant knew or should have known that Dr. Donatelli had a pattern or practice of similar behavior.
22. Since her constructive discharge, Defendant has been unable to find comparable work and just recently was able to find employment at a much lower salary.

WHEREFORE, Plaintiff requests that the Court grant judgment in her favor and award her relief including but not limited to the foregoing:

- Compensatory damages including back and/or front pay and any other benefits or perquisites or compensation as applicable, reimbursement of all expenses and financial losses Plaintiff incurred as a result of Defendant's actions and compensation for emotional pain and suffering;
- Reasonable attorney's fees (should she hire one) and costs;
- Punitive Damages,
- Such other relief as this Court shall deem appropriate.

Dated: October 5, 2021

By: \_\_\_\_\_

Abigail Lee Roth



**CERTIFICATION OF NO OTHER ACTIONS**

I certify that the dispute about which I am suing is not the subject of any other action pending in any other court or a pending arbitration proceeding to the best of my knowledge and belief. I also to the best of my knowledge and belief no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this complaint, I know of no other parties that should be made a part of this lawsuit. In addition, I recognize my continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

SUPERIOR COURT  
BURBANK  
2021 OCT -7 PM 1:37

Dated: October 5, 2021

By: \_\_\_\_\_

Abigail Lee Roth



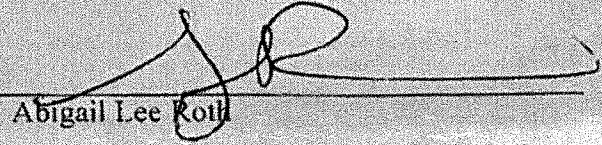
**JURY DEMAND**

The plaintiff demands trial by a jury on all of the triable issues of this complaint, pursuant to New Jersey Court Rules 1:8-2(b) and 4:35-1(a).

Dated: October 5, 2021


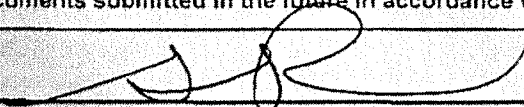
By: \_\_\_\_\_

Abigail Lee Koil

A handwritten signature in black ink, appearing to read 'Abigail Lee Koil', is written over a horizontal line. The signature is stylized with a large loop at the end.



FILED WITH COURT  
10/07/2021

	<b>Civil Case Information Statement</b> (CIS)		Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> <b>Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>,          if information above the black bar is not completed          or attorney's signature is not affixed</b>		For Use by Clerk's Office Only Payment type: <b>DEBIT CARD</b> Chg/Ck Number: <b>XXXXXXXXXXXX</b> Amount: <b>2021 OCT -7 PM 1:35</b> Overpayment: <b>PAID</b> Batch Number: <b>1003</b>
	Attorney/Pro Se Name Abigail Roth		Telephone Number (814) 777-4818		County of Venue Burlington <input checked="" type="checkbox"/>
	Firm Name (if applicable)		Docket Number (when available)		Document Type Complaint
	Office Address 1733 Wallace St. Apt 1F. Philadelphia, PA 19130		Jury Demand <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Name of Party (e.g., John Doe, Plaintiff) Abigail Roth, Plaintiff		Caption Roth v. ClearChoice Management Services			
Case Type Number (See reverse side for listing) 509	Are sexual abuse claims alleged? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this a professional malpractice case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you have checked "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.			
Related Cases Pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If "Yes," list docket numbers			
Do you anticipate adding any parties (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name of defendant's primary insurance company (if known) <input type="checkbox"/> None <input checked="" type="checkbox"/> Unknown			
<b>The Information Provided on This Form Cannot be Introduced into Evidence.</b>					
Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation					
Do parties have a current, past or recurrent relationship? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If "Yes," is that relationship: <input checked="" type="checkbox"/> Employer/Employee <input type="checkbox"/> Friend/Neighbor <input type="checkbox"/> Other (explain) <input type="checkbox"/> Familial <input type="checkbox"/> Business			
Does the statute governing this case provide for payment of fees by the losing party? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition					
Do you or your client need any disability accommodations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, please identify the requested accommodation:			
Will an interpreter be needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, for what language?			
I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .					
Attorney Signature 					

Side 2



## Civil Case Information Statement (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

**CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)

### Track I - 150 days discovery

- |  |   |
|--|---|
| 151 Name Change  | 506 PIP Coverage                              |
| 175 Forfeiture   | 510 UM or UIM Claim (coverage issues only)    |
| 302 Tenancy  | 511 Action on Negotiable Instrument           |
| 399 Real Property (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction) | 512 Lemon Law                                 |
| 502 Book Account (debt collection matters only)  | 801 Summary Action                            |
| 505 Other Insurance Claim (including declaratory judgment actions)                                 | 802 Open Public Records Act (summary action)  |
|  | 999 Other (briefly describe nature of action) |

### Track II - 300 days discovery

- |   |   |
|---|---|
| 305 Construction  | 603Y Auto Negligence - Personal Injury (verbal threshold) |
| 509 Employment (other than Conscientious Employees Protection Act (CEPA) or Law Against Discrimination (LAD)) | 605 Personal Injury                                       |
| 599 Contract/Commercial Transaction   | 610 Auto Negligence - Property Damage                     |
| 603N Auto Negligence - Personal Injury (non-verbal threshold)   | 621 UM or UIM Claim (includes bodily injury)              |
|   | 699 Tort - Other  |

### Track III - 450 days discovery

- |                              |  |
|------------------------------|--|
| 005 Civil Rights             | 608 Toxic Tort   |
| 301 Condemnation             | 609 Defamation   |
| 602 Assault and Battery      | 616 Whistleblower / Conscientious Employee Protection Act (CEPA) Cases |
| 604 Medical Malpractice      | 617 Inverse Condemnation   |
| 606 Product Liability        | 618 Law Against Discrimination (LAD) Cases                             |
| 607 Professional Malpractice |  |

### Track IV - Active Case Management by Individual Judge / 450 days discovery

- |   |  |
|---|--|
| 156 Environmental/Environmental Coverage Litigation | 514 Insurance Fraud                      |
| 303 Mt. Laurel                                      | 620 False Claims Act                     |
| 508 Complex Commercial                              | 701 Actions in Lieu of Prerogative Writs |
| 513 Complex Construction                            |  |

### Multicounty Litigation (Track IV)

- |   |   |
|---|---|
| 271 Accutane/Isotretinoin                                 | 601 Asbestos                                  |
| 274 Risperdal/Seroquel/Zyprexa                            | 623 Propecia                                  |
| 281 Bristol-Myers Squibb Environmental                    | 624 Stryker LFIT CoCr V40 Femoral Heads       |
| 282 Fosamax   | 625 Firefighter Hearing Loss Litigation       |
| 285 Stryker Trident Hip Implants                          | 626 Ability                                   |
| 286 Levaquin  | 627 Physiamesh Flexible Composite Mesh        |
| 289 Reglan  | 628 Taxotere/Docetaxel                        |
| 291 Pelvic Mesh/Gynecare                                  | 629 Zostavax                                  |
| 292 Pelvic Mesh/Bard                                      | 630 Proceed Mesh/Patch                        |
| 293 DePuy ASR Hip Implant Litigation                      | 631 Proton-Pump Inhibitors                    |
| 295 AlloDerm Regenerative Tissue Matrix                   | 632 HealthPlus Surgery Center                 |
| 296 Stryker Rejuvenate/ABG II Modular Hip Stem Components | 633 Prolene Hernia System Mesh                |
| 297 Mirena Contraceptive Device                           | 634 Allergan Biocell Textured Breast Implants |
| 299 Olmesartan Medoxomil Medications/Benicar              |   |
| 300 Talc-Based Body Powders                               |   |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category ☐ Putative Class Action ☐ Title 59 ☐ Consumer Fraud

# EXHIBIT B



Lauren J. Marcus, N.J. Bar No. 030012009  
Anastasia Stylianou, N.J. Bar No. 198022017  
**LITTLER MENDELSON P.C.**  
One Newark Center, 8th Floor  
Newark, New Jersey 07102  
973.848.4700  
*Attorneys for Defendant*  
*ClearChoice Management Services, LLC*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

ABIGAIL ROTH,

Plaintiff,

vs.

CLEARCHOICE MANAGEMENT  
SERVICES, LLC,

Defendant.

Civil Action No. 1:21-cv-20440

**DECLARATION OF JASON LANGLEY  
IN SUPPORT OF NOTICE OF  
REMOVAL**

*Electronically Filed*

I, Jason Langley, under 28 U.S.C. § 1746, declare that I am over the age of eighteen and that the following statements are true and correct and based upon personal knowledge and documents maintained in the ordinary course of business:

1. I am the Chief Legal Officer of Defendant ClearChoice Management Services, LLC (“Defendant”). I have been an attorney for Defendant since 2012. I am a licensed attorney in the State of Colorado.
2. Defendant was served with the Summons and Complaint in this matter on November 9, 2021.
3. ClearChoice Management Services, LLC is a Colorado limited liability company wholly owned by ClearChoice Holdings, LLC.

4. ClearChoice Holdings, LLC is a Colorado limited liability company wholly owned by Dental Implant Holdings, LLC.

5. Dental Implant Holdings, LLC is a Delaware limited liability company wholly owned by CC Dental Implants Blocker, LLC.

6. CC Dental Implants Blocker, LLC is a Delaware limited liability company wholly owned by CC Dental Implants Parent, LLC.

7. CC Dental Implants Parent, LLC is a Delaware limited liability company wholly owned by CC Dental Implants Intermediate Holding, LLC.

8. CC Dental Implants Intermediate Holding, LLC is a Delaware limited liability company wholly owned by CC Dental Implants Holding, LLC.

9. CC Dental Implants Holding, LLC is a Delaware limited liability company wholly owned by Colorado Purchaser, Inc.

10. Colorado Purchaser Inc. is a Delaware corporation. It is a holding company without a “headquarters,” but its principal place of business as 281 Sanders Creek Parkway, East Syracuse, NY 13057.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.



Dated: December 9, 2021

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Jason Langley, Esq.

# EXHIBIT C

Lauren J. Marcus, N.J. Bar No. 030012009  
Anastasia Stylianou, N.J. Bar No. 198022017  
**LITTLER MENDELSON P.C.**  
One Newark Center, 8th Floor  
Newark, New Jersey 07102  
973.848.4700  
*Attorneys for Defendant*  
*ClearChoice Management Services, LLC*

ABIGAIL ROTH,

Plaintiff,

vs.

CLEARCHOICE MANAGEMENT  
SERVICES, LLC,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: BURLINGTON  
COUNTY

Civil Action No. BUR-L-002158-21

**NOTICE TO STATE COURT OF  
FILING OF REMOVAL**

**TO: Clerk, Superior Court of New Jersey  
Law Division, Burlington County  
49 Rancocas Road  
Mount Holly, NJ 08060**

**SIR OR MADAM:**

**PLEASE TAKE NOTICE** that, pursuant to 28 U.S.C. §§1441 and 1446, Defendant ClearChoice Management Services, LLC. (“Defendant”) has filed a Notice of Removal of the above-captioned action in the United States District Court for the District of New Jersey. Attached hereto as **Exhibit A** is a copy of the Notice of Removal of this case. Upon filing of this Notice of Filing of Notice of Removal, Defendant shall give written notice thereof to Plaintiff.

Pursuant to 28 U.S.C. 1446(d), the filing of the Notice of Removal in the United States District Court for the District of New Jersey, together with the filing of a copy of the Notice of Removal with this Court, effects the removal of this action, and this Court may proceed no further unless and until the action is remanded.

Dated: December 9, 2021

Respectfully submitted,

*/s/ Lauren J. Marcus*

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Lauren J. Marcus

Anastasia Stylianou

LITTLER MENDELSON P.C.

*Attorneys for Defendant*

*ClearChoice Management Services, LLC*

# EXHIBIT D

Lauren J. Marcus, N.J. Bar No. 030012009  
Anastasia Stylianou, N.J. Bar No. 198022017  
**LITTLER MENDELSON P.C.**  
One Newark Center, 8th Floor  
Newark, New Jersey 07102  
973.848.4700  
*Attorneys for Defendant*  
*ClearChoice Management Services, LLC*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

ABIGAIL ROTH,

Plaintiff,

vs.

CLEARCHOICE MANAGEMENT  
SERVICES, LLC,

Defendant.

Civil Action No. 1:21-cv-20440

**DEFENDANT'S NOTICE TO ADVERSE  
PARTY OF REMOVAL**

*Electronically Filed*

**TO: *Pro Se* Plaintiff Abigail Roth  
1722 Wallace Street, Apt. 1F  
Philadelphia, PA 19130**

**PLEASE TAKE NOTICE** that a Notice of Removal of the above-captioned action from the Superior Court of New Jersey, Law Division, Burlington County, New Jersey, to the United States District Court for the District of New Jersey was filed on the 9th day of December 2021, in the United States District Court for the District of New Jersey. A copy of the petition is attached hereto.

Respectfully submitted,

Dated: December 9, 2021

/s/ Lauren J. Marcus

Lauren J. Marcus  
Anastasia Stylianou  
LITTLER MENDELSON P.C.